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Attorneys for Plaintiff Caleb Metts

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

Caleb Metts

Plaintiff,

v.

Future Motion, Inc.

Defendant.

Case No.:

**Complaint for Damages and
Demand for Jury Trial**

1 Plaintiff Caleb Metts (“Metts”) for his Complaint against Future Motion,
2 Inc., alleges as follows.

3 **I. Nature of Action**

4 1. This a product liability action to recover for severe personal
5 injuries, economic, and non-economic harm Metts suffered because of a
6 defective “OneWheel+” product. The OneWheel+ electronic skateboard was
7 designed, manufactured, marketed, distributed, and sold by Defendant Future
8 Motion, Inc. (“Future Motion”)

9 2. The subject OneWheel+ bears serial number 1748027080.

10 **II. Parties**

11 3. Plaintiff Caleb Metts is an adult citizen and resident of
12 Mississippi.

13 4. Defendant Future Motion is a Delaware corporation with its
14 principal place of business located in Santa Cruz, California.

15 5. Future Motion may be served with process through its registered
16 agent for service, A Registered Agent, Inc., 8 The Green, Suite A, Dover,
17 Delaware 19901.

18 6. Defendant Future Motion designed, manufactured, and
19 distributed the OneWheel+ that is the subject of this Complaint.

20 **III. Jurisdiction and Venue.**

21 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
22 § 1332(a)(1) because diversity of citizenship exists and the amount in
23 controversy exceeds \$75,000.00, exclusive of fees, costs, and interest.

24 8. This Court has general personal jurisdiction over Future Motion
25 because it maintains its headquarters and principal place of business in Santa
26 Cruz, California.

27 9. Venue is proper before this Court under 28 U.S.C. § 1391(b)(1)
28 because Future Motion maintains its headquarters and principal place of

1 business in Santa Cruz County, California. Venue is also proper under 28
2 U.S.C. § 1391(b)(2) because the defective and negligent design of the
3 OneWheel+ at issue occurred within this District.

4 **IV. The OneWheel Product**

5 10. Future Motion’s “Onewheel” product is a self-balancing, battery-
6 powered, one-wheeled transportation device that is often described as an
7 electric skateboard. The product was and is designed, developed, tested,
8 manufactured, inspected, produced, distributed, marketed, and sold by
9 Defendant Future Motion. Upon information and belief, Future Motion
10 developed and designed the subsystems that power the OneWheel+, including
11 motors, power electronics, battery modules, and smartphone applications
12 (“apps”).

13 11. Operation of Future Motion’s OneWheel+ is controlled and/or
14 monitored, in part, by an “app” installed on users’ smartphones. The Onewheel
15 app allows users to view their total miles, battery life, speed, and other
16 information.

17 12. Future Motion promotes the Onewheel products as a “toy” that
18 anyone from age 14 to 86 (their oldest known rider) can enjoy. On its website,
19 Future Motion repeatedly claims that the Onewheel products are safe and
20 require no maintenance to operate. Videos on Onewheel’s website depict the
21 Onewheel device being operated in concrete drainage basins, through standing
22 water, on an open highway (with cars approaching), across dirt paths, on the
23 beach, through wooded areas, across fallen logs, and on and off the sidewalk.

24 13. A “FAQ” on Future Motion’s website asks, “Are Onewheels
25 difficult to ride?” Posted response: “Nope! Anyone can ride Onewheel with a
26 little instruction and practice. Onewheel is packed with technology that
27 actively helps to keep you balance Tens of thousands of people of all ages
28 and skill levels have learned to ride and we know you can do it too. Don’t

believe us? Watch us demo a stranger or check out 86 year old, Shreddin Eddie.”¹ The phrase “Shreddin Eddie” is a link to a YouTube video featuring a group of senior citizens (some in wheelchairs) cheering on an elderly gentlemen on a Onewheel, with a younger person prompting him with, “it’s a little easier than you thought, huh?”² Another FAQ asks, “What’s the maximum age to ride Onewheel?” Posted response: “There is none! We have riders of all ages and it is never too late to start riding a Onewheel. Don’t believe us? Check out 86 year old, Shreddin Eddie.” And another FAQ asks, “Do Onewheels need regular maintenance?” Posted response: “Nope! They’re built like tanks.”³

A. Pushback, and the nose-dive defect.

14. To ride a Onewheel, the rider must step on the back footpad, then place their foot on the front footpad, and slowly bring themselves up to a balanced position. Once the rider is balanced, the Onewheel’s motor engages. The rider can then lean forward to move forward and lean backward to slow down. To turn, the rider puts pressure on either their toes or heels.

15. One major limitation of Onewheel products is that they require power to keep the rider balanced. A sudden loss of power causes the balancing functionality to cease, causing the device to nosedive and throw the rider forward.

16. The Onewheel will provide the rider with “pushback” when approaching the device’s limits during use. When the device reaches a “pushback situation, the nose of the board [the front footpad] will lift to slow the rider down.”⁴ Often, however, instead of or in addition to pushback, which is allegedly designed as a warning to riders to avoid a dangerous situation, the Onewheel will simply shut off and nosedive, resulting in the rider being thrown

¹ <https://onewheel.com/pages/faq>

² <https://www.youtube.com/watch?t=75&v=5EGcl-27buw&feature=youtu.be>

³ <https://onewheel.com/pages/faq>

⁴ <https://onewheel.com/pages/push-back>

1 from the device. The harder the device works to maintain operations, the less
2 the Onewheel can assist the rider in balancing. Different factors impact when
3 and what will cause the Onewheel to shut down and nosedive, including the
4 rider's weight, tire pressure, wind direction, battery level, rider stance, and the
5 grade of incline or decline. It is impossible to predict exactly when a nosedive
6 will occur or what will cause it to occur.

7 17. The primary cause of "pushback" nosediving is velocity. When
8 experiencing velocity pushback, the rider will feel the nose of the Onewheel
9 rise to various degrees when a certain velocity is reached. Often, velocity
10 pushback occurs at a speed lower than that of the maximum due to external
11 factors.

12 18. Pushback and nosedives also occur on inclines and declines,
13 purportedly to alert the rider that the motor is on the verge of becoming
14 overworked. The problem with this form of pushback, however, is that it is
15 difficult for the rider to discern whether the rider is feeling pushback or
16 whether it is the natural resistance caused by the incline/decline.

17 19. While ascending hills riders are already pressing against the nose
18 and the grade of the hill to ascend, and therefore may not discern pushback.
19 While descending, a rider may not feel pushback because his or her weight is
20 likely already on the tail to control speed. Pushback in such situations will
21 likely result in a sudden nosedive or tailspin, especially if the rider is unaware
22 that the Onewheel is giving them pushback. Again, the result will be that the
23 rider feels the Onewheel suddenly shut down during operation.

24 20. Another form of pushback occurs when the Onewheel is nearing
25 battery depletion. This pushback purportedly alerts riders by elevating the
26 nose dramatically. When the Onewheel purportedly senses that the batteries
27 are about to be damaged by over-depletion, the Onewheel will shut off entirely,
28

1 leaving the rider to recalibrate his or her balance suddenly and unexpectedly,
2 often resulting in the rider being thrown from the Onewheel.

3 21. Yet another form of pushback is referred to as regeneration
4 pushback. One way that the Onewheel recharges its battery is to collect kinetic
5 energy when going down a decline and to reserve this power in the battery.
6 However, this may result in the battery becoming overcharged which will
7 damage the battery. Future Motion purportedly “addressed” this problem by
8 designing the Onewheel to suddenly and unexpectedly shut down to prevent
9 battery damage—at the expense of rider safety. Instead of allowing the battery
10 to overcharge, prior to regeneration-related damage to the battery, the
11 Onewheel will shut down. The same problems in discerning pushback while
12 ascending/descending also occur in this situation.

13 22. Another common cause of nosedives is acceleration. If a rider
14 attempts to accelerate quickly, the motor may not support the sudden weight
15 and force on it and the nose will suddenly drop. Yet, Future Motion advertises
16 the Onewheel’s ability to accelerate quickly, even from a complete stop. Such
17 acceleration nosedives can happen at any speed, even from a dead stop, and
18 the rider will feel as though the motor has suddenly shut off. “Tail-slides” can
19 also occur when the rider shifts his or her weight onto the back of the Onewheel
20 and thereby overwhelms the motor. In that case, the tail of the Onewheel will
21 suddenly drop and slide on the ground, causing the rider to become instantly
22 unbalanced.

23 23. The rider can easily override pushback in all situations by
24 continuing to lean forward and accelerate.⁵ Often, when the rider does not
25 perceive the pushback sensation, this override is done unintentionally. In
26 many cases, the lift of the pushback may not be noticeable to the rider or might
27

28 ⁵ <https://onewheel.com/pages/push-back>

1 be indistinguishable from the sensation of pressing forward to accelerate or
2 travel uphill or downhill.

3 24. When pushback override occurs, the motor of the Onewheel shuts
4 off, causing the front footpad (the “nose”) of the device to violently slam into
5 the ground, propelling the rider forward and causing severe injury.

6 25. Not only is it prohibitively difficult to determine when nosedives,
7 tailspins, or shut-offs will occur, but the result of such unexpected and
8 undiscernible events almost invariably cause the rider to be ejected or fall from
9 the Onewheel, often resulting in significant injuries. A Onewheel nosedive or
10 shut-off is not a mild event as it might be with any other type of vehicle. The
11 front of the Onewheel violently slams into the ground and the rider is thrown
12 forward, all without warning.

13 26. On November 16, 2022, the United States Consumer Product
14 Safety Commission (“CPSC”) issued a warning to consumers to cease use of
15 Onewheel products due to the ejection hazard.⁶ The CPSC press release notes
16 that between 2019-21 there were at least four reported deaths and multiple
17 reports of serious injuries because the product failed to balance the rider or
18 suddenly stopped while in motion.⁷ Future Motion refused the CPSC’s request
19 to issue a recall of the product.

20 **B. Metts was injured while riding a defective OneWheel+.**

21 27. In the summer of 2022, Metts’s received his OneWheel+ as a gift.

22 28. Metts was interested in the Onewheel because of Future Motion’s
23 marketing. Metts believed the OneWheel+ would function as a safe and fun
24 method of transportation as Future Motion advertised.

25 _____
26 ⁶ <https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-Warns-Consumers-to-Stop-Using-Onewheel-Self-Balancing-Electric-Skateboards-Due-to-Ejection-Hazard-At-Least-Four-Deaths-and-Multiple-Injuries-Reported>

27 ⁷ *Id.*
28

29. After becoming acquainted with the OneWheel+'s safety information and features, Metts began to ride the OneWheel+ in June 2022. Metts usually rode his OneWheel+ on short trips around his driveway and neighborhood. Occasionally, Metts would take his OneWheel+ to a local paved rail-trail to ride it. Typically, Mr. Meets would ride his OneWheel+ two to three times per week.

30. On Saturday, January 7, 2023, Metts was riding his OneWheel+ on his home driveway. Suddenly, and without warning, the OneWheel+ stopped and launched Metts into the air. Metts landed violently on concrete, causing permanent injuries—fractures to his hip, femur, and arm, because of the OneWheel+'s defective nature.

31. Metts underwent surgery to repair his fractured hip. Metts's injuries kept him out of work for two months.

32. Metts is permanently damaged and injured from the fall caused by the OneWheel+. The pain resulting from his injuries continues to date and is expected to continue indefinitely.

Causes of Action

Count One—Strict Liability: Design/Manufacturing Defect

33. Metts repeats and realleges the allegations in Paragraphs 1 through 32 above, as if fully set forth herein.

34. At all relevant times hereto, Defendant Future Motion was engaged in the business of designing, manufacturing, marketing, testing, selling, distributing, and supplying the subject OneWheel+ and otherwise placed the subject OneWheel+ used by Metts into the stream of commerce.

35. Metts used the OneWheel+ in a reasonably foreseeable manner.

36. At all times, Defendant Future Motion held final design approval authority for the subject OneWheel+.

1 37. The subject OneWheel+'s design defects caused the OneWheel+
2 to function in a manner that results in sudden and unexpected nosedives. The
3 subject OneWheel+'s defective nature actually and proximately caused injury
4 and damage to Metts.

5 38. The subject OneWheel+'s design is excessively dangerous. The
6 risk of danger inherent in the OneWheel+'s design outweighs any benefit of the
7 design.

8 39. Future Motion markets OneWheel+ as a toy; Future Motion knew
9 or should have known that the OneWheel+ would be used without inspection
10 for defect. To date, Future Motion continues to design, manufacture, sell,
11 distribute, market, promote, and supply Onewheel products to maximize sales
12 and profits at the expense of public health and safety in conscious disregard of
13 the foreseeable harm to the consuming public, such as Metts.

14 40. As a direct and proximate result of Future Motion's conduct,
15 including actions, omissions, and misrepresentations, Metts sustained the
16 following damages:

- 17 a. Economic losses including medical care and lost earnings; and
18 b. Noneconomic losses including physical and mental pain and
19 suffering, emotional distress, inconvenience, loss of enjoyment
20 and impairment of quality of life, past and future.

21 **Count Two—Strict Liability: Failure to Warn**

22 41. Metts repeats and realleges the allegations in Paragraphs 1
23 through 32 above, as if fully set forth herein.

24 42. At all pertinent times, Defendant Future Motion was engaged in
25 the business of manufacturing, marketing, testing, promoting, selling and/or
26 distributing the OneWheel+ in the regular course of business.

27 43. At all pertinent times, Metts used the OneWheel+ in a reasonably
28 foreseeable manner.

1 44. Future Motion knew, or should have known, that the OneWheel+
2 was defective. To date, Future Motion continues to design, manufacture, sell,
3 distribute, market, promote, and supply its Onewheel products to maximize
4 sales and profits at the expense of public health and safety in conscious
5 disregard of the foreseeable harm to the consuming public, including Metts.

6 45. At all pertinent times, including the time of sale and
7 consumption, Future Motion failed to include adequate and proper warnings
8 and/or instructions regarding the nosedive defect and the risk of injury
9 associated with regular and foreseeable use of the OneWheel+.

10 46. Had Metts received a warning that the regular and foreseeable
11 use of the OneWheel+ would subject him to the unpredictable
12 pushback/nosedive defect, Metts would not have used the OneWheel+.

13 47. Metts sustained the following damages as a foreseeable, direct,
14 and proximate result of Future Motion's acts and/or omissions:

- 15 a. Economic losses including medical care and lost earnings; and
16 b. Noneconomic losses including physical and mental pain and
17 suffering, emotional distress, inconvenience, loss of enjoyment
18 and impairment of quality of life, past and future.

19 **Count Three—Negligence: Design/Manufacturing Defect**

20 48. Metts repeats and realleges the allegations in Paragraphs 1
21 through 32 above, as if fully set forth herein.

22 49. At all relevant times hereto, Defendant Future Motion was
23 engaged in the business of designing, manufacturing, marketing, testing,
24 selling, distributing, and supplying the subject OneWheel+ and otherwise
25 placed the subject OneWheel+ used by Metts into the stream of commerce.

26 50. Metts used the OneWheel+ in a reasonably foreseeable manner.

27 51. At all times, Defendant Future Motion held final design approval
28 authority for the subject OneWheel+.

1 52. The subject OneWheel+'s design defects caused the OneWheel+
2 to function in a manner that results in sudden and unexpected nosedives. The
3 subject OneWheel+'s defective nature actually and proximately caused injury
4 and damage to Metts.

5 53. The subject OneWheel+'s design is excessively dangerous. The
6 risk of danger inherent in the OneWheel+'s design outweighs any benefit of the
7 design.

8 54. The subject OneWheel+'s defective condition actually and
9 proximately caused injury and damage to Metts.

10 55. Future Motion knew, or should have known, that the OneWheel+
11 was defective. To date, Future Motion continues to design, manufacture, sell,
12 distribute, market, promote, and supply its OneWheel+ product to maximize
13 sales and profits at the expense of public health and safety in conscious
14 disregard of the foreseeable harm to the consuming public, including Metts.

15 56. Future Motion owed a duty to all reasonably foreseeable users of
16 the OneWheel+ to design a safe product without defect.

17 57. Future Motion breached its duty by failing to use reasonable care
18 in the design and/or manufacturing of the OneWheel+. The OneWheel+ is
19 defective beyond that would be contemplated by the ordinary consumer when
20 used in a reasonably foreseeable manner.

21 58. Future Motion also breached its duty by failing to use reasonable
22 care to employ cost-effective, reasonably feasible alternative designs in the
23 design and/or manufacturing of the OneWheel+.

24 59. Future Motion markets OneWheel+ as a toy. Future Motion knew
25 or should have known that the OneWheel+'s defective nature and the risk of
26 injury to the public outweighed any perceived utility of the product.

1 60. As a direct and proximate result of Future Motion's conduct,
2 including actions, omissions, and misrepresentations, Metts sustained the
3 following damages:

- 4 a. Economic losses including medical care and lost earnings; and
5 b. Noneconomic losses including physical and mental pain and
6 suffering, emotional distress, inconvenience, loss of enjoyment
7 and impairment of quality of life, past and future.

8 **Count Four—Negligence: Failure to Warn**

9 61. Metts repeats and realleges the allegations in Paragraphs 1
10 through 32 above, as if fully set forth herein.

11 62. At all pertinent times, Defendant Future Motion was engaged in
12 the business of manufacturing, marketing, testing, promoting, selling and/or
13 distributing the OneWheel+ in the regular course of business.

14 63. At all pertinent times, Metts used the OneWheel+ in a reasonably
15 foreseeable manner.

16 64. At all pertinent times, including the time of sale and
17 consumption, Future Motion failed to include adequate and proper warnings
18 and/or instructions regarding the nosedive defect and the risk of injury
19 associated with regular and foreseeable use of the OneWheel+.

20 65. Future Motion knew, or should have known, that the OneWheel+
21 was defective. Rather, Future Motion continues to design, manufacture, sell,
22 distribute, market, promote, and supply its Onewheel products to maximize
23 sales and profits at the expense of public health and safety in conscious
24 disregard of the foreseeable harm to the consuming public, including Metts.

25 66. Future Motion owed a duty to warn Metts of the inherent dangers
26 of operating the OneWheel+, including the pushback/nosedive defect.

27 67. Future Motion breached its duty by failing to use reasonable care
28 in the failing to warn consumers, such as Metts, of the OneWheel+'s dangerous

1 nature, including the pushback/nosedive defect. The OneWheel+ is defective
 2 beyond that would be contemplated by the ordinary consumer when used in a
 3 reasonably foreseeable manner.

4 68. Future Motion markets OneWheel+ as a toy. Future Motion knew
 5 or should have known that the OneWheel+'s defective nature and the risk of
 6 injury to the public outweighed any perceived utility of the product.

7 69. Had Metts received a warning that the regular and foreseeable
 8 use of the OneWheel+ would subject him to the dangers of the unpredictable
 9 pushback/nosedive defect, Metts would not have used the OneWheel+.

10 70. Metts sustained the following damages as a foreseeable, direct,
 11 and proximate result of Future Motion's acts and/or omissions:

- 12 a. Economic losses including medical care and lost earnings; and
- 13 b. Noneconomic losses including physical and mental pain and
- 14 suffering, emotional distress, inconvenience, loss of enjoyment
- 15 and impairment of quality of life, past and future.

16 **Count Five—Breach of the Implied Warranty of Merchantability**

17 **(Cal. Com. Code §§ 2314 and 10212)**

18 71. Metts repeats and realleges the allegations in Paragraphs 1
 19 through 32 above, as if fully set forth herein.

20 72. As set forth above, Metts suffered from a defect that existed in
 21 the OneWheel+ which caused it to suddenly stop or nose-dive without warning.
 22 Metts seeks recovery for this manifested defect and any and all consequential
 23 damages stemming therefrom.

24 73. A warranty that the OneWheel+ was in merchantable condition
 25 and fit for the ordinary purpose for which the devices are used is implied by
 26 law pursuant to Cal. Com. Code §§ 2314 and 10212.

27 74. As demonstrated herein, the OneWheel+ is not substantially free
 28 from defects; the OneWheel+ contains an existing, manifested defect which can

1 cause the OneWheel+ to suddenly stop or nose-dive, throwing the rider off the
2 OneWheel+ at dangerous speeds.

3 75. Future Motion is and was at all times a “merchant” with respect
4 to the Boards under Cal. Com. Code §§ 2104(1) and 10103(c), and a “seller” of
5 goods under § 2103(1)(d).

6 76. The OneWheel+ is and was at all relevant times a “good” within
7 the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

8 77. A warranty that the OneWheel+ was in merchantable condition
9 and fit for the ordinary purpose for which the vehicles are used is implied by
10 law pursuant to Cal. Com. Code §§ 2314 and 10212.

11 78. The OneWheel+, when sold and at all times thereafter, was not
12 in merchantable condition and was not fit for the ordinary purpose for which
13 electronic skateboards are used. The OneWheel+ has a safety defect which
14 presents an actual and/or imminent risk to rider safety; specifically, the risk of
15 a sudden stop or nose-dive, throwing the rider off the OneWheel+ without
16 warning.

17 79. It was reasonable to expect that Metts may use, consume, or be
18 affected by the defective OneWheel+, regardless of contractual privity with
19 Future Motion.

20 80. The OneWheel+ contained an inherent defect that was
21 substantially certain to result in malfunction during the useful life of the
22 product.

23 81. Metts was and is a third-party beneficiary to the Defendant
24 manufacturer’s contracts with Future Motion-certified/authorized retailers
25 who sold the OneWheel+ to Metts.

26 82. In addition, or in the alternative, Metts relied upon Future
27 Motion’s advertising, as alleged above.

1 83. Future Motion was provided notice of the OneWheel+’s defective
2 nature within a reasonable time of Plaintiff’s knowledge of the non-conforming
3 or defective nature of the OneWheel+, by letters from Plaintiff’s counsel, on
4 behalf of Plaintiff, to Defendant.

5 84. Metts sustained the following damages as a foreseeable, direct,
6 and proximate result of Future Motion’s breach of the implied warranty of
7 merchantability:

- 8 a. Economic losses including medical care and lost earnings; and
- 9 b. Noneconomic losses including physical and mental pain and
10 suffering, emotional distress, inconvenience, loss of enjoyment
11 and impairment of quality of life, past and future.

12 **Count Six—Breach of the Implied Warranty of Merchantability**

13 **(Miss. Code Ann. § 75-2-314)**

14 85. Metts repeats and realleges the allegations in Paragraphs 1
15 through 32 above, as if fully set forth herein.

16 86. As set forth above, Metts suffered from a defect that existed in
17 the OneWheel+ which caused it to suddenly stop or nose-dive without warning.
18 Metts seeks recovery for this manifested defect and any and all consequential
19 damages stemming therefrom.

20 87. A warranty that the OneWheel+ was in merchantable condition
21 and fit for the ordinary purpose for which the devices are used is implied by
22 law pursuant to Miss. Code Ann. § 75-2-314.

23 88. Future Motion is and was at all times a “merchant” that sold
24 “goods” under Miss. Code Ann. §§ 75-2-104, 75-2-105, and 75-2-314. Future
25 Motion was a “merchant” with respect to “goods of the kind” involved in the
26 transaction.

27 89. OneWheel+ is and was at all relevant times a “good” within the
28 meaning of Miss. Code Ann. § 75-2-105.

1 90. The OneWheel+ was not merchantable at the time of sale. As
 2 demonstrated herein, the OneWheel+ is not substantially free from defects; the
 3 OneWheel+ contains an existing, manifested defect which can cause the
 4 OneWheel+ to suddenly stop or nose-dive, throwing the rider off the
 5 OneWheel+ at dangerous speeds.

6 91. Future Motion was provided notice of these issues within a
 7 reasonable time of Plaintiff's knowledge of the non-conforming or defective
 8 nature of the OneWheel+, by letters from Plaintiff's counsel, on behalf of
 9 Plaintiff, to Defendant.

10 92. As a direct and proximate result of Defendant's breach of the
 11 implied warranty of merchantability, Metts suffered personal injuries,
 12 economic and non-economic harm.

13 93. Metts sustained the following damages as a foreseeable, direct,
 14 and proximate result of Future Motion's breach of the implied warranty of
 15 merchantability:

- 16 a. Economic losses including medical care and lost earnings; and
- 17 b. Noneconomic losses including physical and mental pain and
 18 suffering, emotional distress, inconvenience, loss of enjoyment
 19 and impairment of quality of life, past and future.

20 **Count Seven—California Unfair Competition Law**

21 **(Cal. Bus. & Prof. Code § 17200, et seq)**

22 94. Metts repeats and realleges the allegations in Paragraphs 1
 23 through 32 above, as if fully set forth herein.

24 95. California's Unfair Competition Law (UCL), Cal. Bus. & Prof.
 25 Code § 17200, et seq., proscribes acts of unfair competition, including "any
 26 unlawful, unfair or fraudulent business act or practice and unfair, deceptive,
 27 untrue or misleading advertising."
 28

1 96. In the course of Future Motion's business, it willfully failed to
2 disclose and actively concealed that the Onewheel+ is prone to sudden stopping
3 or nose-diving, which can cause the rider to be catapulted into the air without
4 warning. Particularly in light of Defendant's advertising campaign, a
5 reasonable consumer would expect the Onewheel Onewheel+ to function
6 smoothly and safely, without a nose-dive defect.

7 97. Accordingly, Defendant engaged in unlawful trade practices by
8 employing deception, deceptive acts or practices, fraud, misrepresentations, or
9 concealment, suppression, or omission of any material fact with the intent that
10 others rely upon such concealment, suppression, or omission, in connection
11 with the sale of the Onewheel+.

12 98. Metts was deceived by Future Motion's failure to disclose the
13 nose-dive defect, and the dangers it posed. Metts reasonably relied upon
14 Future Motion's false misrepresentations. Metts had no way of knowing that
15 Future Motion's representations were false and gravely misleading.

16 99. As alleged herein, Defendant Future Motion engaged in
17 extremely sophisticated methods of deception. Metts did not, and could not,
18 unravel Future Motion's deception on his own. The Onewheel+'s software
19 calibrations are a deeply internal component part within the Onewheel+.
20 Metts was not aware of the defective nature of the Onewheel+ before he took
21 possession of it.

22 100. Future Motion's actions as set forth above occurred in the conduct
23 of trade or commerce. Future Motion's deception, fraud, misrepresentation,
24 concealment, suppression, or omission of material facts were likely to and did
25 in fact deceive reasonable consumers. Future Motion intentionally and
26 knowingly misrepresented material facts regarding the OneWheel+ with
27 intent to mislead consumers such as Metts.
28

1 101. Future Motion knew or should have known that its conduct
2 violated the California UCL.

3 102. Future Motion owed Metts a duty to disclose the truth about the
4 nose-Dive Defect because Future Motion:

- 5 a. Possessed exclusive knowledge of the design of the OneWheel+,
6 the calibration of the software, and the risks posed by the
7 OneWheel+;
- 8 b. Intentionally concealed the foregoing from OneWheel+ and the
9 consuming public; and/or
- 10 c. Made incomplete representations regarding the quality,
11 durability, and safety of the Onewheel+, while purposefully
12 withholding material facts from Metts that contradicted these
13 representations.

14 103. Due to its specific and superior knowledge regarding the nose-
15 dive defect in the Onewheel electronic skateboard, Future Motion's false
16 representations regarding the safety and reliability of the Onewheel+, and
17 Metts' reliance on these material representations, Future Motion had a duty
18 to disclose to Metts about the nose-dive defect and the dangers posed by this
19 defect. Having volunteered information to Metts, Future Motion had the duty
20 to disclose not just the partial truth, but the entire truth.

21 104. These omitted and concealed facts were material because they
22 directly impact the value of the Onewheel+ received by Metts. Reliability,
23 durability, performance, and safety are material concerns to Onewheel users.
24 Future Motion represented to Metts that he was receiving an easy-to-ride "toy"
25 device that required no maintenance; it concealed that the Onewheel+ had a
26 defective and dangerous nose dive defect that had resulted in severe injuries
27 and death.

1 105. Future Motion's conduct proximately caused injuries to Metts.
 2 Metts was injured and suffered ascertainable loss, injury in fact, and/or actual
 3 damage as a proximate result of Future Motion's conduct. Metts did not receive
 4 the benefit of the bargain and his Onewheel+ suffered a diminution in value.
 5 These injuries are the direct and natural consequence of Future Motion's
 6 misrepresentations and omissions.

7 106. The Onewheel+ has a defect which presents an actual and/or
 8 imminent risk to rider safety; specifically, the risk of a sudden stop or nose-
 9 dive of the Onewheel+, throwing the rider off the Onewheel+ without warning.
 10 Future Motion's knowing violations of the UCL present a continuing risk to
 11 Metts as well as to the general public. Future Motion's unlawful acts and
 12 practices complained of herein affect the public interest.

13 107. Metts seeks monetary relief against Future Motion in an amount
 14 to be determined at trial. Metts also seeks punitive damages because Future
 15 Motion engaged in aggravated and outrageous conduct. Indeed, Future Motion
 16 carried out despicable conduct with willful and conscious disregard of the
 17 rights Metts. Future Motion's unlawful conduct constitutes malice, oppression,
 18 and fraud warranting punitive damages. Metts also seeks attorneys' fees and
 19 any other just and proper relief available.

20 **Prayer for Relief**

21 Plaintiff Caleb Metts demands judgment against Defendant Future
 22 Motion on each of the above-referenced claims. Metts requests relief including:

23 A. Compensatory damages, including, but not limited to pain,
 24 suffering, emotional distress, loss of enjoyment of life, and other non-economic
 25 damages in an amount to be determined at trial of this action;

26 B. Economic damages in the form of medical expenses, out of pocket
 27 expenses, lost earnings, and other economic damages in an amount to be
 28 determined at trial of this action;

1 C. Punitive and/or exemplary damages for the wanton, willful,
2 fraudulent, reckless acts of the Defendants who demonstrated a complete
3 disregard and reckless indifference for the safety and welfare of the general
4 public and Plaintiff in an amount sufficient to punish Defendants and deter
5 future similar conduct;

6 E. Statutory damages including treble damages;

7 F. Prejudgment interest;

8 G. Post judgment interest;

9 H. Awarding Plaintiff reasonable attorneys' fees;

10 I. Awarding Plaintiff the costs of these proceedings; and

11 J. Such other and further relief as this Court deems just and proper.

12 **Jury Demand**

13 Plaintiff hereby demands a trial by jury on all claims so triable.

14
15 Dated: August 29, 2023

16 Respectfully submitted,

17 /s/ Nicholas Horattas

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19 *pro hac vice application to be submitted*

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